

## **A. INCORPORATION OF FAR AND DFARS CLAUSES**

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

## **B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial product" means any such product as defined in FAR 2.101.
2. "Commercial service" means any such service as defined in FAR 2.101.
3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101.
4. "Contract" means this contract.
5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.
7. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

## **C. NOTES**

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.

4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.
7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.
8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

(b) See also the clause of this Contract entitled "Communication with Lockheed Martin Customer" with respect to communications between SELLER and the Government.

#### **D. AMENDMENTS REQUIRED BY PRIME CONTRACT**

SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

#### **E. PRESERVATION OF THE GOVERNMENT'S RIGHTS**

If LOCKHEED MARTIN furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LOCKHEED MARTIN, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

#### **Supplemental Term(s) Added:**

<b>Clause No.</b>	<b>Title</b>	<b>Date</b>	<b>Modifications</b>
52.227-1 ALT I	Alternate I - Authorization and Consent.	4/1/1984	None.
52.227-3	Patent Indemnity.	4/1/1984	N/A.
52.227-10	Filing of Patent Applications -- Classified Subject Matter.	12/1/2007	Applies if this contract involves classified subject matter.
52.227-16	Additional Data Requirements.	6/1/1987	"Contracting Officer" means "Lockheed Martin and the Contracting Officer."
252.227-7016	Rights in Bid or Proposal Information.	1/1/2023	None.
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions.	1/1/2023	"Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.

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252.227-7018Dev	(Deviation 2020-O0007) Rights in Noncommercial Technical Data and Computer Software-SBIR Program	3/1/2020	None.
252.227-7019	Validation of Asserted Restrictions-Computer Software.	1/1/2023	"Contracting Officer" means "Lockheed Martin" or "Contracting Officer."
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	1/1/2023	In paragraph (c)(1) "Government" means "Lockheed Martin and Government."
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	4/1/1988	"Government" means "Lockheed Martin and Government" in the first sentence.
252.227-7030	Technical Data--Withholding of Payment.	3/1/2000	"Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin or Government."
252.227-7037	Validation of Restrictive Markings on Technical Data.	1/1/2023	None.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	10/1/2016	Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	10/1/2016	Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.
52.204-2	Security Requirements.	3/1/2021	Applies only if this contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this contract.
52.204-9	Personal Identity Verification of Contractor Personnel.	1/1/2011	Applies if Seller will have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	10/1/2020	N/A
52.204-26	Covered Telecommunications Equipment or Services-Representation.	10/1/2020	N/A
52.212-3	Offeror Representations and Certifications - Commercial Products and Commercial Services.	9/1/2023	N/A.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	8/1/2020	"Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.
52.216-8	Fixed Fee.	6/1/2011	"Government" and "Contracting Officer" mean "Lockheed Martin." The last two sentences are deleted.
52.227-1	Authorization and Consent.	12/1/2007	None.

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52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	12/1/2007	Applies if this contract exceed the simplified acquisition threshold. "Contracting Officer" means "Lockheed Martin." "Government" means "Government and Lockheed Martin."
52.227-23	Rights to Proposal Data (Technical).	6/1/1987	N/A.
52.245-1	Government Property.	1/1/2017	"Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	12/1/2013	Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.
252.211-7007	Reporting of Government-Furnished Property.	3/1/2022	Applies if Seller will be in possession of Government property for the performance of this contract.
252.227-7013	Rights in Technical Data-- Noncommercial Items.	2/1/2014	None.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	2/1/2014	None.
252.227-7015	Technical Data-Commercial Items.	2/1/2014	None.
252.239-7001	Information Assurance Contractor Training and Certification.	1/1/2008	None.
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	4/1/2012	N/A.
252.245-7002	Reporting Loss of Government Property.	1/1/2021	N/A.
252.245-7004	Reporting, Reutilization, and Disposal.	12/1/2017	"Contracting Officer" means Lockheed Martin.
H-01	Liquidated Damages	11/15/23	If Seller fails to deliver on or before the date specified in the Subcontract and after a total of thirty calendar (30) days of grace period, the Subcontractor shall pay a one-time penalty of 1% of the Subcontract value.